

*WORK FOR OTHERS AGREEMENT WITH FEDERALLY REIMBURSED SPONSORS*

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WORK FOR OTHERS AGREEMENT NO.

BETWEEN

THE UNIVERSITY OF CHICAGO  
AS OPERATOR OF ARGONNE NATIONAL LABORATORY  
OPERATING UNDER PRIME CONTRACT NO. W-31-109-ENG-38  
FOR THE  
U. S. DEPARTMENT OF ENERGY

AND

*The obligations of the UNIVERSITY OF CHICAGO, as Operator of ARGONNE NATIONAL LABORATORY shall apply to any successor in the interest of continuing the operation of ARGONNE NATIONAL LABORATORY.*



## WORK FOR OTHERS FOR A FEDERALLY REIMBURSED SPONSOR

### AGREEMENT

The Parties to this Agreement are the UNIVERSITY OF CHICAGO as operator of ARGONNE NATIONAL LABORATORY operating under Prime Contract No. W-31-109-ENG-38 for the U. S. DEPARTMENT OF ENERGY("Laboratory"), and        as contractor        under Prime Contract No. ("Sponsor").

1.     STATEMENT OF WORK. The Laboratory will perform work on a best effort basis as set forth in Work For Other (WFO) Proposal No.        , attached hereto as Appendix A. It is understood by the Parties that the Laboratory is to perform the work of this Agreement under the terms and conditions, including intellectual property, of its Prime Contract No. W-31-109-ENG-38 with the United States Government represented by the United States Department of Energy when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement.
2.     WORK OF THE SPONSOR. Sponsor's work relating to the subject matter of this Agreement shall be performed under the Sponsor's Prime Contract with        . The Sponsor shall perform no work under this Agreement.
3.     TERM OF THE AGREEMENT. The Laboratory estimated period of performance for completion of the Statement of Work is        months. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties thereto.
4.     COSTS.
  - a.        The Laboratory estimated cost for the work to be performed under this Agreement is \$        .
  - b.        The Laboratory has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.
- 5     PAYMENTS.
  - a.        The Sponsor shall advance the following amount at the time shown:

Amount Due

Date Due

—



Advance payment shall be recorded in the Laboratory's account until the last three (3) months of the Agreement term at which time it shall be liquidated by charging costs incurred during that period to the advance payment account. Advance payment in excess of total costs incurred by the Laboratory under this Agreement shall be refunded to the Sponsor.

- b. Once each month during the Agreement term the Laboratory shall invoice the Sponsor for costs incurred in the previous month. Payment for such costs shall be due not later than thirty (30) days after the invoice date, except to the extent the invoice states that costs are being charged to the advance payment account as provided in Paragraph A above.
6. DISCLAIMER. THE U.S. DEPARTMENT OF ENERGY AND THE UNIVERSITY OF CHICAGO MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS WORK FOR OTHERS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. NEITHER THE U.S. DEPARTMENT OF ENERGY NOR THE UNIVERSITY OF CHICAGO SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS WORK FOR OTHERS AGREEMENT.
7. TERMINATION. Performance of work under this Agreement may be terminated at any time by either Party, without liability, except as provided herein, upon giving a thirty (30) day written notice to the other Party. Such notice will be effective upon receipt of written notice by the other Party. In the event of termination, the Sponsor shall be responsible for the Laboratory's costs (including closeout costs), through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Article IV, above.



It is agreed that any obligations of the Parties regarding Proprietary Information or other intellectual property will remain in effect, despite early termination of this Agreement.

8. EXPORT CONTROL. Each Party is responsible for its own compliance with laws and regulations governing export control,
9. APPLICABLE LAW. The Parties shall attempt to jointly resolve all disagreements arising from this Agreement. If the Parties are unable to jointly resolve a disagreement within a reasonable period of time after submission of the disagreement for resolution, said disagreement shall be adjudicated in a court of competent jurisdiction in the State of Illinois. To the extent that there is no applicable U.S. Federal law, this Agreement and performance thereunder shall be governed by the law of the State of Illinois.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

FOR THE UNIVERSITY OF CHICAGO  
(As Operator of ARGONNE NATIONAL LABORATORY):

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

FOR SPONSOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_